

App. F. IX-4

Previous References

Law 20-28

1927-30
(Lev)

File No. 73-29
Serial Nos. 142!

Later References

✓
Preserve
M. 17/4/3

General and Revenue Secretariat.

Serial Nos. 700.

Part B for 1/1/30.

SUBJECT

Claim of Special Assignee Madras in
Solving Case no. 277 of 1928 - the portion
of the Salary of M. L. S. Woodward

Case No. 73 of 1929

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No.

Ref^dence from Agent, Mysore Rys
regarding the validity of attachment
of pay ^{of official} issued by the Madras High Court
in its insolvency jurisdiction -

The Madras High Court in its insolvency
jurisdiction has adjudged one Mr S. Woodward
along with others, an insolvent. This person
is an employee under the Mysore Railways,
getting a pay of Rs 30/- per month.
The official assignee in whom the property
of the insolvent was vested under sec 17
of the Presidency Towns Insolvency Act, applied
~~on 21.10.29~~ to the Madras High Court for a
protection order to protect Mr Woodward
from arrest and the same was granted
on 21.10.29 subject to the payment of
Rs 5/- monthly to the official assignee
out of the insolvent's pay. In accordance
with this ~~order~~, an order has been issued
to the Agent, Mysore Rys, by Chief
Justice Beasley requiring him to
withhold monthly the said sum of Rs 5/-
from the pay & immediately to remit
to the said official assignee until the
further or other order of the High Court.

Upon the official assignee receiving
this order on the Agent, Mysore Rys,

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the latter officers

wants to have legal opinion as to ~~the~~
~~whether~~ whether "the attachment order
of the British Indian Courts may be given
effect to" in Mysore -

Section 17 of the Presidency Towns
Insolvency Act though it says that "on
the making of ~~the~~ an order of adjudication,
the property of the insolvent wherever situate
shall vest in the official Assignee", it
cannot be held to have effect over the
property in Mysore. To adopt the phrase
of Baron Parke in *Cockerell v Dickson*
(1899. 24 Q.B. 864) "it operates wherever
but not elsewhere, that legislature can
give the law (quoted with approval by
Raman in construing sec 17 in 1926
A.J.R. Cal 898 at 903).

It is however a principle of private
International law well recognised both
in England and in British India that
"an assignment of a bankrupt's property
to the representative of his creditors under
the bankruptcy law of any foreign country,
whether the bankrupt is domiciled there or
not, is or operates as an assignment of the
moveables of the bankrupt situate in
England" (Dicey's Conflict of Laws 4th Ed. page
479; Rule 124; Fooker page 344)
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"Salary" is property of the insolvent ~~and~~ must be considered as moveable (21 Dec 1950 38 Dec 410) and vests in the Official Assignee under the Presy Insolvency Act. It ~~is~~ ^{was} however held that the Assignee ~~cannot~~ could not claim the salary from the insolvent except by means of an order of Court (19 Bom 232 at 236 decided under sec 7 & 27 of the Insolvency Act of 1848 ^{- corresponding to which are Sections 17 and 60 of the present Act} ~~Such an order~~ ^{has} however been passed in this case

It is thus seen that the Official assignee has a right to the attachable portion of the salary of the insolvent but this right cannot be enforced by means of an attachment order by the Madras High Court served on the Agent of the Mysore Rys, but only by proper proceedings by the Assignee in the Mysore Courts.

The Agent is not therefore legally bound to obey the attachment order sent to him, but in any case since in paying the amount to the Official assignee, he pays ~~the~~ it to the rightful claimant and to a valid discharge, there seems to be no harm in withholding ^{from the insolvent's salary} the sum of Rs 80/- & remitting it monthly.

to the official assignee at Madras

In coming to this conclusion, it is presumed that the adjudication and other proceedings in insolvency taken in the High Court of Madras are within its jurisdiction under Secs 11 or 12 of the Presidency Towns Insolvency Act III of 1901,

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19.11.29
20/11

The Auditor, Mysore Rys, had raised a similar question in connection with this insolvency case. Please put up an connected papers.

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Law Dep NO: 10 of 28 is herewith put up. The question raised therein is not as to the effect of extra territorial effect of attachment orders of the British Indian High Courts under their insolvency jurisdiction but whether the official assignee or any other creditor - can lay claim to Provident Fund payable to a retired Railway servant

Civilized country. As O'Casey puts it, they have
be recognized & enforced by ^{the} municipal law
not only on account of the "Comity" of nations,
but because in no other way can justice
be done to cases in which some "foreign
element" is involved.

DDP

21.11.29
D.P.P.

~~Transferred to the~~

The order served on the Agent does
not appear to be ^{as a "decree"} ~~seemable~~ in Mysore, and
S. 43 of the Mysore Civil Procedure Code, ~~which~~ ^{and therefore unenforceable even with the aid of the}
proper Court in Mysore. Much less can it be
enforced in the manner in which it is sought
to be enforced. It will be seen from the reference
papers put up that the Official Assignee of the
Madras High Court has tried once before, in
disregard of the Mysore law, to collect the assets
in Mysore of persons adjudged insolvent in Madras.
He has now called ~~to~~ his aid the authority of
the High Court for ~~the~~ similar purpose. If
the order of attachment in the present case
is acquiesced in and allowed to be acted upon
otherwise than in the legal course, a
precedent, ^{tending to} ~~broadening~~ ^{measure} into each acquiescence,
is likely to be created, and it is not inconceivable
that such acquiescence, ~~will~~ far from further

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The interests of justice may in some cases ~~be~~ do irreparable injustice to the creditors in Mysore of persons declared insolvent by foreign courts. The question referred by the Agent for legal opinion is ^{therefore} of some importance and has to be considered with due regard to all its implications.

It would be inconsistent, I think, to hold on the one hand that "the Agent is not legally bound to obey the attachment order" and on the other to advise him that he may nevertheless ^{comply with it} ~~obey it~~ & that he will get a valid discharge for the payments he makes to the Official Assignee. ~~These~~ ^{two} positions are mutually irreconcilable and cannot both be sound in law.

The suggested answer to the reference is based upon "the principle of Private International Law" embodied in Rule 124 in Dicey's Conflict of Laws. But ^{this principle} ~~it~~ is not stated there as a principle of universal application ^{and subject to no qualification}. The author's comment on the rule makes it clear that the rule itself is deduced not without some hesitation and that it is ^{hedged round by} ~~subject to~~ many limitations designed to preserve to the municipal law of every country (including ^{every} ~~existing~~ ^{existing} ~~existing~~ every ("civilized") country its over-riding force as against foreign bankruptcy laws and to protection

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prevent ^{undue} interference with the rights of creditors
under their own municipal law

A further limitation has also been
laid down viz that the assignment referred
to in the rule "only takes place if under the
law the foreign ~~country~~ bankruptcy provision
is made for the extra-territorial effect of the
bankruptcy". The English Bankruptcy Act
for instance provides that the bankrupt's
"property" covered by the Act includes "money,
goods - - - whether situate in England or elsewhere".
In commenting on this provision Dicey says
that its operation "elsewhere" is only "as far
as an Act of Parliament can accomplish this
result" and ~~that~~ even within the British
dominions ^{is} "subject to the carrying out of any
formalities requisite under the local law in
respect of conveyances or assignments of
property". In the present case none of these
conditions are fulfilled. The provisions just
stated are a different thing. It
~~that~~ is an Act of the Indian Legislature, which
is a subordinate legislature with limited
powers of extra-territorial legislation (vide S. 65
of the Govt of India Act) and does not purport
to have extra-territorial operation. (In fact
the Indian Legislature has no ~~power~~ jurisdiction
to legislate so as to empower British Indian
Courts to send orders of attachment to any

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judicial steps for enforcement in the manner in which the order in the present case is sought to be enforced. It appears therefore that the property of the insolvent wherever situate in S. 17 of the Pres. Towns. Insol. Act means the property of the insolvent wherever situate in British India and ^{at any rate} does not include property situated in Indian States, ~~at any rate~~ ^{merely} whether movable or immovable, by virtue of this all-comprehensive expression "wherever situate" used in the Act itself. In these circumstances "the principle of private international law" under reference can hardly be taken to be applicable to the present question.

The following extract from the same Treatise is more ~~precise~~ in point:

~~on bankruptcy~~

"An English bankruptcy operates as an assignment to the trustee of immovable or movable - property situate without the British dominions. Only in so far as the law of the country where the property is situate makes provision to this effect. But the trustee is under the duty of obtaining, so far as the law of such country permits, control of the bankrupt's property, and

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the bankrupt must render him all possible assistance in this regard.

It is clear that under the recognised principles of the interpretation of British Acts of Parliament it cannot be assumed that it is the purpose of the Act of 1914 to operate so as to effect of itself an assignment of the bankrupt's property outside the British dominions, and no judicial decision supports such an interpretation of the Act. On the other hand, it is equally clear that it is the intention of the Act so far as possible to secure that the property of a bankrupt situate outside the British dominions shall be made available for the payment of his debts, and there can be no doubt that if the debtor is personally within the jurisdiction of the Court he may be ordered to execute in the proper form any instruments which may be necessary under the law of the country, in which his property is situate, to transfer the ownership of the property to the trustee. The trustee is clearly under obligation to make every reasonable effort by application to the Courts or otherwise to realise the debtor's property for the benefit of the creditors, and he may in a suitable case be able to obtain decrees from the Courts restraining creditors from proceedings against property of the bankrupt abroad.

in Mysore to the effect that, on order of
adjudication in Madras vests in
Official Assignee the movable property
of the insolvent, whereas in Mysore
follows that the property sought to
be attached in the present case has
not vested in the Official Assignee
and that the Agent, Mysore Rys, will
not "get a valid discharge" if he pays
any portion of the salary of the insolvent
to without the latter's consent to the
Official Assignee on the strength of
the order of attachment which appears to
have been passed without jurisdiction.

In this view, which is
supported also by the observations of
the Chief Justice in Parthasarathi Gangai
vs Rama Rao and another (2 Mys. C. S. R. 3
at pages 37 & 38), the Agent has to be told
I think, to inform the Official Assignee
that the order of attachment cannot be
complied with and that he has either to
make his own arrangements with the
insolvent to recover the amount in
question or ~~to~~ institute necessary
proceedings in the proper Court in Mysore
for that purpose.

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No.

The 9th is not free from difficulty

The 11th may be requested to
address the Off. of Congress, who has
sent the order directly to him. ~~under~~
under what provision of law he has
sent the copy of the order ~~and~~
how he expects it to be improved
this 1st wh.

Mr.
964
2, 11

Draft put up

me

MYSORE RAILWAYS

All communications should be
addressed to the
Agent, Mysore Railways, Mysore
by TITLE, not by NAME

AGENT'S OFFICE,

Mysore, 15th November 1929

No. 5195 / Fl.

Enc. One in 3 sheets

From

THE AGENT,

Mysore Railways,

MYSORE.

To

The Law Secretary, to Govern-
ment of Mysore, Bangalore.

Sir,

RE: INSOLVENCY.

In forwarding herewith in original letter No.1960 A dated 8th November 1929 together with its enclosure (Insolvency petition No.277 of 1928) received from the Official Assignee, High Court House, Madras, I have the honor to enquire whether the attachment orders of the British Indian courts may be given effect to.

The enclosures may kindly be returned to this office along with the reply.

I have the honor to be, Sir,
Your most obedient servant,

PMC.

For Agent.

(1) 1. The point for consideration is whether moveable property in Mysore belonging to a person adjudged as ^{an} ~~are~~ insolvent by the High Court of Madras can be said to vest in the official Assignee of that court according to the law as in force in Mysore.

2. Now "Law" is defined as the body of principles ^{recognized} ~~recognized~~ and applied by the state in the administration of justice (Salmond's Jurisprudence page 39.) Legislation is of course the chief ^{source} ~~source~~ of law in the modern state but not the only ^{source} ~~source~~. Whenever a question arises before the court, to which the enacted law gives no answer, the courts have to decide the question on principles of equity, justice and good conscience (compare sections 11 of the Chief Court Regulation and 17 of Civil Court Regulation). Such ^{decisions} ~~deviations~~ give rise to what are called "Original precedents", itself a ^{source} ~~source~~ of law (salmond page 188) It is in deriving these original precedents that courts submit themselves to various ~~as~~ persuasive influences, such as decisions of foreign courts following a similar system of jurisprudence, text-writers & so forth. And it is also well established that Mysore courts do not usually disregard the principles of law laid down by English and British Indian courts especially when they are not derived from any peculiar or special local law of the land and the enacted law in Mysore is ^{silent} ~~silent~~ on the point in issue.

3. Now, as regards the vesting of moveable property in Mysore of an insolvent adjudged as such in Madras, the statute law of Mysore is ^{silent} ~~silent~~. The Mysore Insolvency Regulation or any other enactment does not provide any guide in the matter. It is also certain that if any well established rule on the point is laid down by the laws of England or of British India, that rule is certain to be followed in our courts here and can therefore be said to be the law as in force in Mysore.

4. It is here that it must be stated that the rules of the so-called "Private International Law" form part of the Municipal law of the land and have nothing to do with what is known as Public International Law. (Dicey ~~pages~~ 12 and 13 ^{Westlake page 4})

Cases necessitating the application of these rules arise ^{whenever} ~~whenever~~ they contain some foreign element, such ^{as} the parties, one or both of them being foreigners or the cause of action or ground of defence depending upon transactions taking place wholly or in part in a foreign country or the transactions having some reference to the law or customs of a ~~foreign~~ foreign country (Dicey page 1). It is impossible for the courts of any country, without injustice to natives, no less than to foreigners, either to decline all jurisdiction in respect of foreign transactions or to apply to such transactions no rules except those of the local law. "The courts of every civilised country are therefore constrained, not only by logical, but by practical necessity to concern themselves with the choice of law, and must occasionally give extra-territorial recognition now to their own local law, now to the law of some foreign state". (Dicey page 8) But in thus recognising the foreign law the local courts do not enforce such foreign law but only the rights acquired under them (Dicey page 9)

5. The question that arises for consideration in the present case has reference to the extra territorial recognition in Mysore to the Insolvency law in British India and not to the extra territorial recognition in Mysore to the Mysore Insolvency law. Consequently the principles applied in England as regards the extra territorial effect of an English Bankruptcy cannot apply and it is these that are discussed by Dicey in his "Conflict of Law" chapter XI. What is more relevant is chapter XVII section A, where the learned author discusses the principles which the English Courts apply when they deal with rights arising under foreign Bankruptcy; though it is clear upon comparison that the principles are the same in both cases.

6. On this point, Westlake in section 124 ^{Ed^r} (7th page 175) summarises the law thus "Curators, Syndics, or others who under the law of a country where a debtor is domiciled, or if the debtor has himself been a party to the proceedings, under the law of the country where he is resident, are entitled to administer his property on behalf of his creditors, are entitled as such to his chattels personal and

choses in action in England." It follows that the English courts recognise the right of the foreign administrator of the insolvent's property and will, if an action is brought by such administrator, enforce the right thus acquired by him. If to such recognition of transfer some particular form of conveyance is necessary under the English law, such formalities cannot ~~be~~ dispensed with, though even without them, the administrator is entitled to the beneficial interest in the property (Westlake Section 135 page 177.)

7. The same principle is laid down by Foote in his treatise on Private International Law as follows:- "It is settled that an assignment by a foreign bankruptcy passes all the ~~personal~~ property of the bankrupt situate in England, including choses in action" (page 344)

In the case of choses in action, the assignee's right to sue depends upon the original negotiability or liability to assignment of the obligation which it ^{is} brought ~~to~~ put in force. If the English law requires any written instrument to effectuate a transfer, the assignee has to get such instrument executed by the bankrupt before he can bring a suit in England. (Foote pages 346-347)

8. Dicey's rule 124 deals with the same topic and runs thus: "An assignment of a bankrupt's property to the representative of his creditors under the bankruptcy law of any foreign country, whether the bankrupt is domiciled there or not, is or operates as an assignment of moveables of the bankrupt situate in England". In the commentary, the author states that this rule, however, has not been established without a considerable conflict of judicial opinion, it having been suggested in one case and decided in others that the rule was applicable only to the case of a bankruptcy in the country of the bankrupt's domicile. Both the older editions of Westlake and Dicey following the dictum in *re Blithman* (1858) 1 L.R. 2 Q.B. 23, held that the rule in question was applicable only to cases where the bankrupt was a domicile of the foreign country in which he was declared a bankrupt. Foote maintained a contrary opinion and it is in this that Dicey notes the conflict of opinion. In *re Anderson* (1911) 1 K.B. 396 followed in other cases, settled the point and there is therefore

now a near clear balance of judicial opinion in favour of the Rule as stated above (Dacey 480) and the learned author shows no hesitation in arriving at the principle as laid down in the rule.

9. The rule is stated as being subject to 5 limitations, and it is best to consider each one of them with reference to the facts of the present case. *Inverting the order, for the sake of convenience*

(a.) ~~Inverting the order, for the sake of convenience~~, the 5th limitation stated is, :- " It is dubious how far the trustee in a foreign bankruptcy can ~~see~~ ^{see} in that capacity for choses in action in England, but he can make his title secure by obtaining an assignment from the debtor. This is same as that stated above by Westlake and Foote.

The salary in question may be considered as a chose in action, in which case, the official Assignee has to get an assignment from the insolvent who can under the presy: ^{Towne} ~~Presy~~ Ins: Act be compelled to execute it, since he has submitted himself to the Jurisdiction of the Madras High Court.

(b) The fourth limitation states that the fact that a foreign bankruptcy acts as an assignment of moveables of the debtor situate in England does not affect in any way the right of the English Courts to adjudicate bankrupt any debtors falling within the terms of the Bankruptcy Act.

This must be read with rule 125 and shows that it does not mean that an English Assignee will have a better title to the bankrupt's moveables in England than a foreign assignee, if under the rule, they have already vested in such assignee. The case of *re Anderson* (1911) 1 KB 896 which will be hereafter discussed makes the point clear.

(c) The third limitation stated by Dacey is itself a well known principle and it is that the question whether a certain property is moveable or immoveable ought to be decided according to the *lex situs*.

moveable

Here the salary is ~~xxxxxxx~~ property according to the law in Mysore.

(d) The second limitation says that the foreign assignee can take the moveable property in England subject to all the equities and charges upon it recognised by the English law.

In this case, this has no application since the portion of the salary sought to be recovered is subject to no charge.

(e) It is the first limitation that has to be carefully considered. It is stated thus:-

"The assignment only takes place if under the law of the foreign bankruptcy provision is made for the extraterritorial effect of the bankruptcy."

are sufficient to give effect to the Act
This does not mean that the foreign law should have by itself extraterritorial operation. No country can legislate so as to have operation outside its own jurisdiction. Even the British Parliament cannot enact law to be in force in France. The suggested limitation means and can only mean that the foreign law should have a provision made in it vesting all property wherever situate in the Assignee. If for instance the foreign Act enacts that it is only property within a certain territory that the Assignee takes, then ^{up to fact} ~~if it does~~, it refuses to provide for any extraterritorial effect in which case no other country can give that effect.

that The Indian legislature has

(10) The fact ~~of the~~ limited powers ~~of the Indian legislature~~ to make laws, has no material bearing on the point in issue. The base of *In re Anderson* (1911) 1 ~~K.B.~~ 896 is decisive on this ^{point} ~~question~~.

(11) That case arose out of an application by the official Assignee in Bankruptcy of New-zealand and raised the question as to who was entitled to certain English assets of the debtor who was domiciled in England and adjudged as bankrupt in 1893 in New-zealand. In 1904 he was adjudged bankrupt in England. The English assets in question were made known to the New-zealand Assignee only after its discovery by the English Assignee.

The New-Zealand Bankruptcy Act 1908 was an Act of the New-Zealand legislature and enacted in section 53 that upon adjudication all the property of the bankrupt, whatsoever and wheresoever situate, shall vest in the official assignee of the court in which the order of adjudication is made as such official Assignee.

Mr. Hansell for the respondent, the English Assignee contended "that the New-Zealand Act had only a territorial operation and the English courts will not give effect to it, however wide and inclusive its language may be" and he distinguished the case of ^{In re Dawson's} ~~Fadsons~~ *Trusts* (1896) 1 Ch 175 by explaining that it was the case of an Indian Insolvency and the Indian Insolvency Act (1848) was an ^{Imperial} ~~Imperial~~ Act. Phillimore J. in observing this point says at page 902 as follows:-
in re:
"Speaking of Dawson's Trusts, I do not forget Mr. Hansell's observation that in that case the Indian Insolvency Act was an Imperial Act and therefore might be said to bind English assets directly but this point does not appear to have been either brought to the notice of the Court or relied upon by the Court in the Judgment. Therefore I think upon principle and authority, that the adjudication in New Zealand, being a valid adjudication according to the law of New Zealand, passed the right to moveable property of the bankrupt in any country to his official assignee in Bankruptcy in New Zealand." And the learned Judge held that the English Assignee could not claim the property since it had already passed under the law to the New Zealand Assignee. [Followed in *Re Craig* (1916) 86 I.J. Ch. 62, *Re Burke* 148 I.T. 175, *Begeram vs. Marsh* (1921) 151 I.T. 264].

12. The moveable property passes not by the force of the foreign law but by the force of the Municipal law of the land in which such property is situate, since that law recognises the right of the foreign assignee only so far as moveable property is concerned. If it was the the assignment took place by the force of the foreign law, then there no meaning in saying that only the moveable property passes because under foreign law, just as in the case of New Zealand, "all property whatsoever and wheresoever situate passes to the Assignee.

13. The principle why the laws of practically all countries recognise the title of the foreign Assignee to the moveables wherever

situate is that they follow the maxim "mobilia sequuntur personam"^{un}

14. "Some are of opinion" says Story "that all laws which regard moveables are real; but at the same time they maintain that by a fiction of law all moveables are ~~supposed~~ supposed to be in the place of the domicile of the owner. Others are of opinion that such laws are personal because moveables have in contemplation of law no situs, and are attached to the person of the owner wherever he is; and being so adherent to his person, they are governed by the same laws which govern his person, that is by the law of the place of his domicile" (Conflict of laws, section 377). Lord Loughborough in *Sill v Worwick* (1791) ~~11x11x~~ (1H. Bl.690) states the same thing as follows:--

note
"It is a clear proposition, not only of the law of England but of every country in the world where law has the semblance of science, that personal property has no locality. The meaning of that is, not that personal property has no visible locality, but that it is subject to that law which governs the person of the owner. With respect to the disposition of it, with respect to the transmission of it either by succession or the act of the party, it follows the law of the person. The owner in any country may dispose of his personal property. If he dies, it is not the law of the country in which the property is but the law of the country of which he was a subject that will regulate the succession."

(15) It is therefore clear that the moveable property of the insolvent wherever situate must pass to the official Assignee at Madras, though he cannot enforce that right by getting orders from the Madras High Court against persons not subject to its jurisdiction. The attachment order therefore is of no legal effect, but apart from this, according to the law in Mysore, the official Assignee is the person entitled to the moveable property and if he takes action in Mysore courts, he can recover the property. The case in 2 M.J.J.R. 36 supports this view clearly.

16. Before however he can get a right to sue for the salary in Mysore, he has to perfect his title by taking an assignment in writing, since ~~otherwise according to the lex fori, the case in action does not pass.~~ that is the mode prescribed for transfers of actionable claims.

SUBJECT.....

Diary No. of letter replied to.....

General and Revenue Secretariat

the

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To

The Agent, Mysore Railway

Date of issue.....

16/4/30

Sir,

Signed by.....

M. N. S.

n. S. S. S.

With reference to the
Correspondence ending with
your letter no. 5195 dated
5th April 1930, regarding
the claim of the official
Assignee of Madras in Insolvency
case no. 277 of 1928 to a portion
of the salary of Mr. S. Woodward,
I have the honour to state
that the question is not free
from difficulty. The official
Assignee may however

over

he asked to state under what
provision of law he has sent
the copy of the order of the Madras
High Court direct to the
Agent Mysore Rys and how
he expects the said order to
be enforced in the Mysore
State. The official Resigns ~~to~~
may be forwarded to the
undersigned for ^{consideration} ~~forwarding~~
~~the official order for~~.

The enclosures sent with
your letter are herewith relis

I have etc

Legal

All communications should be
addressed to the
Agent, Mysore Railways, Mysore
by TITLE, not by NAME

MYSORE RAILWAYS

10-729
p 830.

AGENT'S OFFICE,

Mysore, 31st July, 1930.

No. 1131 / FL. 112/29-30.

Enc. _____

From

THE AGENT,

Mysore Railways,

MYSORE.

To

The Secretary,

to the Government of Mysore, Law Department,

Bangalore.

The Claim of the Official Assignee of Madras in
Insolvency Case No.277 of 1928 to the portion of
the salary of Mr. S. Woodward.

Sir,

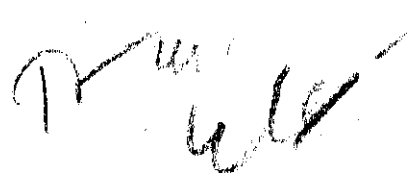
With reference to your No.P.594 dated 24th July, 1930, I have the honour to inform you that the Official Assignee High Court, Madras was addressed in this Office letter No.10842 dated the 22nd/23rd April, 1930 as desired in your letter referred to above and no reply has yet been received from him.

I have the honour to be,

Sir,

Your Most Obedient Servant.


for Agent.


MSAB/